

A. G. Contract No. KR921970TRN  
ECS File: JPA 92-87  
Project: G 1050 27C  
Section: Widen SR-81/287

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COOLIDGE

THIS AGREEMENT is entered into ~~May 10~~ 6 July, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF COOLIDGE, acting by and through its CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 41-1513 and 28-1895 et seq and City Code Section 2  
paragraph 2-3 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. The City has requested Economic Strength Project (ESP)  
funds in the amount of \$100,000.00; the Arizona Department of  
Commerce and the Economic Development Commission have  
recommended the approval of such funds for the City, and the  
Transportation Board has approved the funding, for the  
construction of roadway improvements from two lanes to four  
lanes with associated turn lanes, to provide improved access to  
the a new commercial development, and aid in the retention and  
development of local business, hereinafter referred to as the  
Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>17808</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/06/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Dicky V. Graenewald</u>

## II. SCOPE

1. The City will:  
(180K)

a. a. Insure the additional commitment of forty four percent (44%) of the total estimated Project cost, or \$80,800.00, whichever is less, from the City or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$100,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$100,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed fifty six percent (56%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007

City of Coolidge  
City Manager  
130 W. Central Avenue  
Coolidge, AZ 85228

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

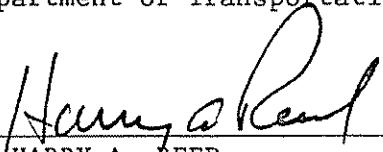
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COOLIDGE

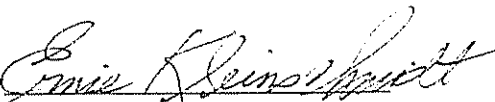
STATE OF ARIZONA

Department of Transportation


By   
MIKE MINTER  
Mayor

By   
HARRY A. REED  
Director, Transportation  
Planning Division

RECOMMENDED

By   
ERNIE KLEINSCHMIDT  
City Manager, Interim

ATTEST:


By   
LUCY FITZPATRICK  
City Clerk

4977j  
7AUG

RESOLUTION

BE IT RESOLVED on this 1st day of August 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Coolidge for the purpose of conveying Economic Strength Development funds to the City for construction of a roadway improvements at the entrance to a new commerical development in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

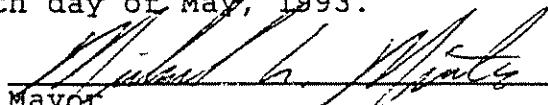
  
for CHARLES E. COWAN  
Director

RESOLUTION NO. 93-20


A RESOLUTION OF THE CITY OF COOLIDGE, ARIZONA,  
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER  
INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION FOR  
FINANCIAL ASSISTANCE CONCERNING AN ECONOMIC  
STRENGTH PROJECT.

BE IT RESOLVED, by the Mayor and Common Council of the City of Coolidge that the Mayor for the City of Coolidge is, hereby, authorized and directed to execute and deliver an Intergovernmental Agreement between the State of Arizona acting through the Department of Transportation and the City of Coolidge for financial assistance concerning the funding of an Economic Strength Project pursuant to the Arizona Revised Statutes, Section 11-951 through 11-954. Said Agreement being specifically set forth as AG Contract No. KR921970TRN.

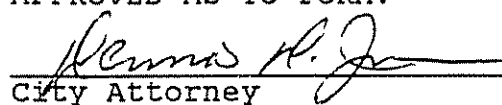
PASSED AND ADOPTED by the Mayor and Common Council of the City of Coolidge, Arizona, this 10th day of May, 1993.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

AYES: Councilmembers Fields, Lawrence, Prechel, Rimmer, Woodbury,  
and Mayor Minter

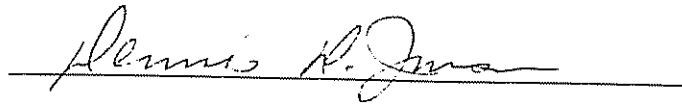
NAYS: None

JPA 92-87

APPROVAL OF THE COOLIDGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF COOLIDGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21 day of JUNE, 1993.



DENNIS D. JENSON

City Attorney



STATE OF ARIZONA

GRANT WOODS  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-1970-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30<sup>th</sup> day of June, 1993.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

3118/25